



PLEASE READ CAREFULLY! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS!

RELEASE AND WAIVER OF LIABILITY

THIS RELEASE AND WAIVER OF LIABILITY (the “Release”) is given on this _____ day of _____, 20____, by _____ (“Volunteer”) in favor of the American Society of Civil Engineers (“ASCE”), its Institutes, Sections, Branches, affiliates, directors, officers, employees, members and agents, and each of them (collectively the “Released Parties”).

Volunteer desires to work as a volunteer on a project located in _____ at _____ (“Project”) and to engage in the other activities related to being a volunteer. Volunteer understands that these activities may include [planting native species, repairing damage fencing, crossing a shallow streambed.]

Volunteer does hereby freely, voluntarily, without duress, and intending to be legally bound, give this Release under the following terms:

1. **Waiver and Release.** Volunteer does hereby waive, release and forever discharge and hold harmless each of the Released Parties from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer’s activities with respect to the Project and does covenant not to sue any of the Released Parties with respect to such matters.

Without limiting the generality of the foregoing, Volunteer understands and agrees that this Release discharges each of the Released Parties from any liability or claim that Volunteer may have against any of them with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s activities with respect to the Project, whether caused by the negligence of a Released Party or otherwise. Volunteer also understands and agrees that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or any other assistance in the event of injury or illness.

2. **Medical Treatment.** Volunteer does hereby release and forever discharge the Released Parties from any claim whatsoever which arises on account of any first aid, treatment or service rendered in connection with the Volunteer’s work on the Project. If Volunteer should suffer injury, Volunteer hereby authorizes a representative of the Released Parties, to use their discretion to arrange for medical care of Volunteer including if necessary being transported to a medical facility, and Volunteer takes full responsibility for this action.
3. **Assumption of the Risk.** Volunteer understands that the work on the Project may expose the Volunteer to potential hazards which include, but limited to, outdoors environments, sun, heat, unfavorable weather, unstable terrain, animals, sharp objects, harmful pollutants, bacteria, or parasites, negligence of the Volunteer, other participants, and any other person. Volunteer also acknowledges the contagious nature of COVID-19 and that the Released Parties cannot guarantee that attendees will not become infected with COVID-19. Volunteer understands that the risk of exposure to COVID-19 may result from the actions, omissions, or negligence of Volunteer or others, including without limitation other attendees or other individuals present at the Project location. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities, whether caused by the negligence of a Released Party or otherwise.
4. **Insurance.** Volunteer understands that the Released Parties do not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

Each Volunteer is strongly encouraged to have adequate medical or health insurance coverage in effect.

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5. **Photographic Release.** Volunteer does hereby grant and convey unto ASCE all rights, title, and interest in any and all photographic images and video or audio recordings made by ASCE during the Volunteer's activities with respect to the Project, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
6. **Covid-19 Protocols.** Volunteer agrees to adhere to all Centers for Disease Control (CDC) and PA Department of Health guidelines while participating in the Project, including but not limited to the following:
- **Social Distancing:** Volunteers must maintain a distance of at least 6 feet from other people.
 - **Staying Home when Appropriate:** Volunteers may not participate if they have tested positive for COVID-19, are showing symptoms of COVID-19 or have been in contact with someone who has tested positive for COVID-19.
 - **Wearing Masks:** Masks must be worn at all times by Volunteers, even when outdoors and 6 feet apart.
 - **Washing Hands Frequently:** Volunteers should wash/sanitize their hands frequently. Hand sanitizer will be provided on site.
7. **Other.** Volunteer expressly agrees that this Release is intended to be as, but only as, broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, all of which shall continue to be enforceable.

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. BY SIGNING THIS AGREEMENT, VOLUNTEER REPRESENTS THAT HE/SHE IS AWARE THAT THIS IS A RELEASE OF LIABILITY, A PROMISE NOT TO SUE, AND A CONTRACT BETWEEN VOLUNTEER AND THE RELEASED PARTIES. VOLUNTEER CERTIFIES THAT HE/SHE IS AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS AGREEMENT, AND THAT HE/SHE HAS EXECUTED THIS RELEASE FOR FULL, ADEQUATE, AND COMPLETE CONSIDERATION, FULLY INTENDING TO BE BOUND BY THE SAME.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first written above.

Witness:

Volunteer:

Address: _____

Phone (H) _____

Phone (W) _____